

AGREEMENT

Between

HANOVER PARK REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION

and

HANOVER PARK REGIONAL
ADMINISTRATORS ASSOCIATION

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July 1, 1994 - June 30, 1996

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THIS AGREEMENT, entered into as of the First day of July, 1994, by and between the **HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, East Hanover, New Jersey, hereinafter called the "Board", and the **HANOVER PARK REGIONAL ADMINISTRATORS ASSOCIATION**, hereinafter called the "Association".

WITNESSETH THAT:

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board regularly employed in the following positions:

Principals
Assistant Principals
District Supervisors

Excluding managerial executives, confidential and all other employees.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include reference to female employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Board of Education, subject only to the express written provisions in effect for the duration of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make, amend, revise and rescind policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to executive management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, promote, transfer, and retain employees covered by this Agreement within the School District; to withhold increments and raises; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to create, abolish, fill or fail to fill any position; to decide upon the means and methods of the evaluation of the efficiency of employees' performance, and the duties, responsibilities, and assignments of employees with respect thereto; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions as may be necessary to accomplish the mission of the School District in any situation.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption, amendment and revision of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

1. A "grievance" shall mean a complaint in writing by an employee or group of employees or the Association that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement, or a violation, misinterpretation or inequitable application of an administrative decision affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the aggrieved party within five (5) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

(a) Matters where a specific method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education;

(b) Matters which according to law are beyond the scope of Board authority;

(c) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do;

(d) A complaint of a non-tenured employee which arises by reason of his not being re-employed.

2. As used in the above definition the term "group of employees" shall mean a group of employees having a common grievance.

3. An aggrieved party is the person or persons or the Association claiming the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.

3. It is understood that aggrieved parties shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

4. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. Any aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his own choosing.

5. The Aggrieved party shall initiate the grievance procedure by setting forth his grievance in writing to the Superintendent. Failure to do so shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent shall communicate his decision to the aggrieved party in writing within twenty (20) calendar days of receipt of the written grievance.

6. If the grievance is not resolved to the aggrieved party's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by a committee of the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. A Committee of the Board shall review the grievance and may, at the option of the Committee, hold a hearing with the grievant, and the Board shall render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board. The decision of the Board shall be final and binding.

ARTICLE IV

SALARIES

- A. The Salary Guides for the unit for 1994-95 and 1995-96 are attached hereto and made a part hereof and shall be designated as Schedules "A-1" and "A-2".
- B. Unit members shall be entitled to the longevity payments set forth in the attached Schedule "B".

ARTICLE V

SICK LEAVE

A. Twelve-month full-time Administrators are permitted sick leave with full pay for eleven (11) days each year. Unused sick days shall be accumulated. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate at any time following an employee's use of a sick day.

B. Administrators will be notified by September 30 of the accumulated sick days as of the end of the prior school year.

C. Compensation for Unused Sick Days:

1. Upon retirement for service and age from a State administered retirement system, each Administrator who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave not to exceed \$5,000.00 based on \$50.00 per day for each day of earned and unused sick leave. An employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

2. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

ARTICLE VI

MATERNITY LEAVE OF ABSENCE

A. The term "maternity leave" does not refer to an involuntary absence from work solely while an employee is physically disabled from work during or following pregnancy. Such an absence is governed by the sick leave provisions of Article V of this Agreement. The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant employee who wishes to request maternity leave may either:

1. Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after the birth. (By choosing to leave work before she is physically disabled, the employee forfeits the use of sick leave during the subsequent period of disability); or

2. Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from pregnancy related disability.

An employee shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the employee may use all or any part of her annual and accumulated sick leave without having to produce a physician's certificate that she is disabled. The employee shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child.

B. Procedure:

Maternity leave without pay may be granted in the sole discretion of the Board of Education in accordance with the following procedure:

1. All initial applications for maternity leave, and applications for extensions or reductions of maternity leave, shall be made in writing to the Superintendent.

2. Any employee intending to apply for maternity leave shall advise the Superintendent as soon as possible. The employee's request for maternity leave shall be in writing to the Superintendent at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the employee wishes her leave to commence and to terminate.

3. Following the granting of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

4. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.

5. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician. If the employee's physician and the Board's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to continue in her assignment.

6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to the pregnancy.

7. If an employee has been actively employed prior to childbirth and continues to be disabled beyond the four (4) week presumption of disability following childbirth, said employee may use any sick leave benefits to which she is entitled, provided that the employee's physician provides the Board with a certificate attesting to her inability to resume employment. The Board reserves the right to verify the employee's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification. If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.

8. The Board may require that an employee receiving maternity leave not accept full-time employment, or undertake any employment or full-time study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

9. Time spent on maternity leaves of absence shall not count towards salary guide placement experience, sick leave accumulation, etc.

C. Paternity Leave of Absence:

The Board may in its sole discretion grant any male employee an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of the Board, only one parent may apply for child rearing or maternity leave.

ARTICLE VII

VACATION

A. Twelve-month full-time Administrators are permitted twenty-two (22) days of annual vacation. All vacation entitlement must be used within the fiscal year immediately following the year in which vacation was earned, *e.g.*, vacation earned in 1994-95 is utilized in 1995-96. In rare instances, the Superintendent may approve accumulation of five days of vacation in the next succeeding fiscal year, *e.g.*, for vacation earned in 1994-95, and not fully utilized in 1995-96, up to and including five accumulated days may be carried over into the 1996-97 fiscal year if approved by the Superintendent. Except in unusual circumstances, vacation days will be taken when the schools are not in session.

B. The eleven-month Assistant Principal in Charge of Athletics and Physical Education shall receive fifteen (15) vacation days per school year. These vacation days shall be taken during this Administrator's contractual employment period, subject to the carry-over provisions of Paragraph A. above.

ARTICLE VIII

HOLIDAYS

- A. Full-time Administrators are permitted twelve (12) annual paid holidays, as annually adopted by the Board.
- B. All recognized holidays falling on Saturday should be considered as falling on Friday and, if on Sunday, as falling on Monday.
- C. Other paid vacation days may be granted by the Board of Education during periods when schools are not in session.

ARTICLE IX

TEMPORARY ABSENCES

A. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days is to grant paid leave for substantial emergent matters. Where possible, every effort should be made by the Administrator to conduct personal affairs or business outside school hours so that the interruption of the Administrator's service to the District will be at a minimum.

1. *Death in the Immediate Family* - An allowance for a reasonable length of time of up to five (5) days leave shall be granted upon request. Immediate family shall be construed to mean the Administrator's parent, spouse, sibling, child, or spouse's parent. Also included shall be any other relative of the Administrator who resides as a member of the Administrator's immediate household.

2. *Serious Illness in the Immediate Family* - An allowance for a reasonable length of time of up to two (2) days shall be granted upon request to care for member of the immediate family as defined above.

3. *Personal Days* - An allowance of up to a total of two (2) days under this Article shall be granted by the Superintendent or his designee in any school year for other reasons, including religious holidays.

B. Requests for personal leave under this Article must be presented in writing forty-eight (48) hours in advance to the Superintendent or his designee. In cases of emergencies, the request may be by telephone or telegraph and followed up with a written notification to the Superintendent.

C. For the protection of the Administrator, and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

D. Requests for personal leave under Paragraph A.(3) above shall not be granted on days preceding or following school vacation periods or a holiday, except in cases of emergency.

E. Extensions to any temporary leaves of absence referred to in Paragraph A. as outlined above may be made in the sole discretion of the Superintendent.

ARTICLE X

HEALTH AND DENTAL INSURANCE

A. The Board agrees to continue during the current contract term the health insurance benefits being provided at the time of execution of this Agreement, provided, however, the Board may substitute other insurance carriers so long as the insurance coverages are the same as or better than those now being provided.

The Board shall pay ninety-five (95%) percent of the premium per employee for the same full-family dental plan provided to District teachers, and each employee shall pay five (5%) percent of such premium through the payroll deduction plan.

B. 1. The Board will pay a licensed physician up to \$350.00 per employee per school year for the provision of a comprehensive medical examination. This payment is intended to cover any excess cost beyond any amount covered under the employee's health insurance coverage, which shall first be utilized to pay for such examination. Copies of the medical examination report shall be made available to the Board and the employee.

2. In addition to the foregoing, the Board will reimburse each employee up to \$350.00 per school year for the employee's payment of medically related expenses which are not otherwise reimbursed under any insurance policy and which are determined to be necessary by a licensed medical or dental provider. Eligible items for reimbursement include, but are not limited to, medical prescriptions, eye examinations, purchase of eyeglasses, payment of deductibles under medical or dental insurance plans, and medical fees which exceed insurance coverage.

ARTICLE XI

GRADUATE TUITION REIMBURSEMENT

A. Reimbursement by the Board to Administrators pursuing graduate studies shall be under the following conditions and provisions:

1. For graduate courses in Administration and Supervision. Other courses may be requested and approved for reimbursement in the discretion of and with the final consent of the Superintendent.
2. Limited to courses for which a final grade of A or B has been earned, as determined by an official transcript.
3. All courses to be taken in attendance at an accredited college or university as recognized by the New Jersey State Department of Education.
4. In order to receive reimbursement, applicant must be in the employ of the school at the time the claim is made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and have accepted an employment contract for the following year. Reimbursement will be subject to the following limitations:
 - (a) The basic rate is established at \$50 per credit.

- (b) Actual credit charges less than \$50 per credit will be reimbursed at the actual credit charge.
 - (c) If the actual credit charge is less than \$50, the applicant may also include for reimbursement related laboratory and/or registration fees, provided the total does not exceed \$50 per credit. No consideration for related fees will be given when the actual credit charge exceeds \$50 per credit. If total of actual credit charges and related fees is less than \$50, then this total actual charge will be paid.
 - (d) If the total actual charge per credit exceeds \$50, the applicant will be reimbursed at the rate of \$50 per credit or 75% of the actual total charges, whichever is greater.
- 5. Applicants must have completed two (2) full years of employment in the Hanover Park Regional High School District to be eligible.
 - 6. Applications and requests are to be submitted to the Superintendent and be approved before enrolling for course work. The following dates apply:

Application Deadlines:

June 30 for summer school courses
September 30 for fall semester courses
February 15 for spring semester courses

- 7. In any semester during the school year, reimbursement will be made for no more than two (2) courses.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during

the term of this Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

D. Whenever any notice is required to be given in writing by either of the parties to this Agreement to the other, either party shall do so personally or by certified mail - return receipt requested, to the following addresses:

1. If by the Association, to the Secretary of the Board at 75 Mt. Pleasant Avenue, East Hanover, New Jersey 07936.
2. If by the Board, to the President of the Association at his/her assigned school.

E. The Board of Education will reimburse expenses for travel, food and lodging incurred by an Administrator on approved school business, subject to the following conditions:

1. All day trips must have had the prior approval of the Administrator's immediate supervisor.

2. All overnight trips must have had the prior approval of the Superintendent. Reimbursement for any approved overnight trip shall be limited to a maximum amount which will be determined by the Superintendent at the time the trip is approved.

F. Administrators in the unit will receive leave of two (2) days without loss of pay for the purpose of attending the PSA State Convention, provided that the two (2) days are not days during which the District Schools are in session. Administrators will attend the Convention at their own expense and will not be reimbursed by the Board for any costs or expenses related to the Convention or attendance thereat.

ARTICLE XIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1996.

B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the dates set forth below.

HANOVER PARK REGIONAL
ADMINISTRATORS ASSOCIATION

HANOVER PARK REGIONAL HIGH
SCHOOL DISTRICT BOARD OF EDUCATION

By Donald R. Patterson
President

By Joseph Cirello
JOSEPH CIRELLO, President

ATTEST:

ATTEST:

By [Signature]

By Arlene R. Lampert
ARLENE R. LAMPERT, Secretary

DATED: 11/1/95

DATED:

SCHEDULE "A-1

1994 - 1995 SALARY GUIDE

| STEP | PRINCIPAL | SUPERVISOR | ASST. PRINCIPAL/ OPERATIONS | ASST. PRINCIPAL/ ATHLETIC DIR. |
|------|-----------|------------|--------------------------------|-----------------------------------|
| 1 | 78,573 | 73,876 | 71,397 | 65,932 |
| 2 | 80,243 | 75,397 | 72,783 | 67,237 |
| 3 | 81,913 | 76,918 | 74,170 | 68,541 |
| 4 | 83,583 | 78,438 | 75,557 | 69,845 |
| 5 | 85,253 | 79,959 | 76,944 | 71,149 |
| 6 | 86,924 | 81,480 | 78,330 | 72,474 |
| 7 | 88,594 | 83,001 | 79,717 | 73,809 |
| 8 | 90,264 | 84,521 | 81,104 | 75,144 |
| 9 | 91,934 | 86,042 | 82,490 | 76,480 |
| 10 | 93,604 | 87,563 | 83,877 | 77,815 |
| 11 | 95,275 | 89,084 | 85,264 | 79,150 |

SCHEDULE "A-2

1995 - 1996 SALARY GUIDE

| STEP | PRINCIPAL | SUPERVISOR | ASST. PRINCIPAL/ OPERATIONS | ASST. PRINCIPAL/ ATHLETIC DIR. |
|------|-----------|------------|--------------------------------|-----------------------------------|
| 1 | 83,653 | 78,747 | 76,083 | 70,517 |
| 2 | 85,323 | 80,268 | 77,470 | 71,821 |
| 3 | 86,993 | 81,788 | 78,857 | 73,125 |
| 4 | 88,663 | 83,309 | 80,244 | 74,429 |
| 5 | 90,334 | 84,830 | 81,630 | 75,754 |
| 6 | 92,004 | 86,351 | 83,017 | 77,089 |
| 7 | 93,674 | 87,871 | 84,404 | 78,424 |
| 8 | 95,344 | 89,392 | 85,790 | 79,760 |
| 9 | 97,014 | 90,913 | 87,177 | 81,095 |
| 10 | 98,685 | 92,434 | 88,564 | 82,430 |

SCHEDULE "B"

LONGEVITY STIPEND 1994-1996

YEARS OF SERVICE AS AN ADMINISTRATOR IN THE
DISTRICT COMPLETED AS OF JUNE 30 OF THE
PRECEDING SCHOOL YEAR:

| | <u>STIPEND AMOUNT*</u> |
|---------------------|-----------------------------------|
| TEN (10) YEARS: | \$ 1,500 |
| FIFTEEN (15) YEARS: | \$ 2,000 |
| TWENTY (20) YEARS: | \$ 2,500 |

*STIPEND AMOUNTS ARE NOT CUMULATIVE.

